



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 328-2009

SUPPLY AND DELIVERY OF LIBRARY MATERIALS AND CATALOGUE RECORDS

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Order Fulfillment	5
B11. Cataloguing And Processing	5
B12. Collection Development And Support Services	5
B13. Qualification	5
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	6
B16. Withdrawal of Offers	6
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	7
B20. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Confidentiality and Ownership of Information	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
------------------------------------	---

Schedule of Work

D8. Commencement	2
D9. Delivery	2
D10. Orders	3

Measurement and Payment

D11. Invoices	3
D12. Payment	4

Warranty

D13. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Library Services	1
E3. Requirements For Cataloguing Processing & Collection Development And Support Services	3

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF LIBRARY MATERIALS AND CATALOGUE RECORDS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 1, 2010.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.

- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) order fulfillment for materials in accordance with B10;
 - (d) cataloguing and processing source information and samples in accordance with B11;
 - (e) collection development and support services in accordance with B12.
 - (f) company background information including description of experience with specific materials types the bidder is proposing;
 - (g) description of scope of coverage and any limitations and exclusions to the materials bidder is proposing to supply;
 - (h) a minimum of three (3) references including contact name and phone number for which similar work has been successfully completed within the last 5 years. At least one (1) reference should be from a public library similar in size to the Winnipeg Public Library;
 - (i) Information shall be submitted in accordance with B13.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.7 Proposals may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.9.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.10 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. PROPOSAL

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;

- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. ORDER FULFILLMENT

B10.1 The Bidder shall provide:

- (a) evidence of ability to source and supply a wide range of materials for section(s) bid;
- (b) proposed turnaround time for delivery of materials;
- (c) proposed method of dealing with orders more than six (6) months old;
- (d) proposed method of dealing with damaged or defective material;
- (e) evidence of ability to adapt to the library's evolving requirements.

B11. CATALOGUING AND PROCESSING

B11.1 The Bidder shall provide:

- (a) cataloguing source information;
- (b) samples of original cataloguing and copy cataloguing;
- (c) description of authority control if available;
- (d) details on incorporation of item/copy level information in bibliographic record;
- (e) a description of processing abilities;
- (f) proposed timeline for electronic delivery of catalogue records for original and copy catalogue records.

B12. COLLECTION DEVELOPMENT AND SUPPORT SERVICES

B12.1 the Bidder shall provide:

- (a) a clear description of the structure and service support for the selection of materials such as hotlists, websites, publisher's catalogues, etc.;
- (b) hours of operation for technical and customer service support for City of Winnipeg Library indicating contacts, business days and times available;
- (c) samples of all available reports including delays, cancellations, etc.;
- (d) proposed invoicing protocol.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor and information as required by B7.1.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B16.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom:
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13:
- (c) percent discount on list price 30 pts;
- (d) proposed order fulfillment 25 pts;
- (e) cataloguing sections A-G 25 pts;
- (f) processing (which is optional) 0 pts;
- (g) collection development and support services 20 pts;

- (h) economic analysis of any approved alternative pursuant to B6;
 - (i) costs to the City of administering multiple contracts;
- B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.
- B19.4 Further to B19.1(c), the percent discount on list price shall be evaluated for each item, for each section, shown on Form B: Prices.
- B19.5 Further to B19.1(d), order fulfillment shall be evaluated for each item, for each section, in accordance with B10.
- B19.6 Further to B19.1(e), cataloguing shall be evaluated for each item, for each section, in accordance with B11.
- B19.7 Further to B19.1(f), processing is not a requirement of the bid and will not be evaluated for points but may be considered situationally where it meets the needs of the library. The library is attempting to ascertain the cost of processing and its availability.
- B19.8 Further to B19.1(g), collection development and support services shall be evaluated for each item, for each section, in accordance with B12, and in accordance with E3.3. A web-based interface that would allow logon, browsing inventory, selecting inventory, downloading orders, and assigning orders (to multiple locations for delivery) would be considered an asset.
- B19.5 This Contract shall be awarded in sections as identified on Form B: Prices.
- B19.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.
- B19.5.2 Notwithstanding B20.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.
- B19.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B19.

B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of comprehensive services related to the supply of library materials and related services including processing and cataloguing, selection and collection development support services and integration with the Horizon ILS, for the City of Winnipeg libraries from the date of award to a period of 24 months.

(a) The library may negotiate the purchase of additional materials and catalogue records, such as ESL/EAL materials, multilingual books, etc.;

D2.2 The City may negotiate four (4) mutually agreed upon one (1) year extension options with the Contractor within sixty (60) calendar days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.3 Changes resulting from such negotiations shall become effective at the expiry of the initial period. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

(a) "**Edifact**" means the transmission, message flow, document format, and software used to interpret the documents.

(b) "**Cataloguing**" means machine readable cataloguing records (MARC) created for the Library Integrated Library System (ILS). Cataloguing records are downloaded into the ILS (Horizon 7.4.2) to allow library users access to any part of the information contained in a record for an item in the library. This allows users to know exactly where materials meeting their specific need can be found.

(c) "**Processing**" means preparing books for library shelves, including date stamping material and affixing the spine label and barcode onto books, CDs, and DVDs.

(d) "**ARP**" (automatic release plan) means the contractor will supply new release titles from pre-publication listings according to a profile developed with library staff.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ms. Betty Parry
Administrative Coordinator, Public Services and Collection Development
251 Donald Street, Winnipeg MB R3C 3P5
Telephone No.: (204) 986-5002
Facsimile No.: (204) 986-6729

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 251 Donald Street, to Acquisitions.
- (a) Orders will be placed by the Contract Administrator or designate.

D9.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D9.3 The Contractor shall off-load goods as directed at the delivery location.

D10. ORDERS

D10.1 Orders will be placed electronically via EDIFACT.

MEASUREMENT AND PAYMENT

D11. INVOICES

D11.1 Further to C10, the Winnipeg Public Library requires individual invoices for each shipment, not to exceed 50 lines per invoice.

D11.1.1 Firm orders, ARP, and special orders shall be invoiced separately from each other.

D11.1.2 Some categories (paperbacks) shall require invoicing and packing by branch library.

D11.2 the Contractor shall submit an invoice for each shipment delivered to:

Winnipeg Public Library
Attn: Acquisitions
251 Donald Street, 3rd Floor
Winnipeg, MB R3C 3P5

D11.3 Invoices must be in Canadian funds and clearly indicate, as a minimum:

- (a) vendor's full name;
- (b) remittance address, telephone number, fax number; email address;
- (c) Winnipeg Public Library name and address
- (d) invoice number;
- (e) Invoice date;
- (f) Winnipeg Public Library customer number or account number;
- (g) the vendor's GST registration number

D11.4 Each title that is invoiced shall include:

- (a) purchase order line number;
- (b) ISBN;
- (c) title;
- (d) author (optional);
- (e) quantity shipped;
- (f) quantity on back-order;
- (g) unit price;
- (h) discount;
- (i) extended price (after discount multiplied by number of copies);
- (j) the amount payable with GST and MRST shown as separate amounts; and
- (k) total items shipped.

D11.5 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

D12.1 Each User shall submit individual invoices for each shipment.

D12.2 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D13. WARRANTY

D13.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.3 The Contractor requires access to a sufficient supply base in order to fulfill order delivery requirements.
- E1.4 The supply and delivery of library materials shall be in accordance with Canadian copyright legislation including both the Act and corresponding regulations.
- E1.5 The supply and delivery of library catalogue records must adhere to:
- (a) AACR2 (Anglo-American Cataloguing Rules);
 - (b) LCSH (Library of Congress Subject Headings);
 - (c) CSH (Canadian Subject Headings) where appropriate;
 - (d) MARC 21;
 - (e) DDC (Dewey Decimal Classification).
- E1.6 Any proposed system shall integrate with the library software system.
- E1.7 The Contractor shall accept orders via EDIFACT and the library would prefer invoicing via EDIFACT.
- E1.8 Proposed Order Fulfillment shall be in accordance with B10.

E2. LIBRARY SERVICES

- E2.1 The Contractor shall coordinate ARP set-up for sections E,G,H,and I, as instructed by the Contract Administrator or designate.
- E2.2 The Library Services Division of the City of Winnipeg serves a diverse population of more than 600,000 people from a large central library (Millennium Library) and 19 branch libraries. Millennium Library is located at 251 Donald Street and it is the central purchasing body for all the branches. In 2009, Winnipeg Public Library's operating budget for materials was 2.4 million dollars. The total 2009 materials budget which included grants, book sales, donations, etc. totalled \$2.9 million dollars. Qualified bidders are invited to submit proposals for the supply, delivery, cataloguing and processing of library materials and services for the following collections, as described below.
- E2.3 Section A – Item 1: Books Adult – Non-fiction:
The collection includes in-demand and well-reviewed non-fiction books on a wide variety of informational and recreational subjects. The collection must meet the diverse needs of the community, with priority given to popular topics. Award winning or critically reviewed authors, as well as books of local or regional scope are of particular interest. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth.
- E2.4 Section A – Item 2: Books Adult – Non-fiction Short Discount:
These materials support professional trade and academic needs, including, but not limited to, university press materials, textbooks, and materials to complement professional and educational learning.

- E2.5 Section B – Item 1: Books Adult – Fiction:
The collection consists of high-demand bestsellers, popular general fiction, classic and contemporary literature, and critically acclaimed and award winning authors. The collection reflects a variety of genres, including mystery, fantasy and science fiction, inspirational, romance, westerns, and graphic novels and manga. The emphasis of the collection is on local or regional, Canadian, American, and British authors; translations of classic and popular authors from other countries are also included. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth.
- E2.6 Section C – Item 1: Books Juvenile and Young Adult – Fiction and Non-Fiction:
This collection consists of high interest juvenile (up to grade 6) and teen (grades 7 – 12) fiction, with priority given to prominent and renowned authors, classics, titles of lasting value and award-winners. The collection covers a range of reading levels and reflects a variety of genres, including fantasy and science fiction, adventure, humour, mystery, historical fiction, sports fiction, contemporary realistic fiction, graphic novels and manga, and inspirational fiction. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth.
- E2.7 Section D – Item 1: DVD – Adult, Young Adult and Juvenile:
This collection consists of high interest, classic and foreign feature films, as well as educational, instructional, documentary and literature-based DVDs. Feature films include well-reviewed or award-winning popular releases. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth.
- E2.8 Section E – Item 1: Books Adult – Large Type Fiction and Non-fiction:
This collection consists of popular adult large print books, including high-demand bestsellers, award winners, popular general and genre fiction (with an emphasis on mystery and romance titles), as well as some popular non-fiction and biographies. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth. Automatic release plan (ARP) preferred.
- E2.9 Section F – Item 1: Audio book on CD – Adult, Young Adult and Juvenile:
This collection consists of bestselling and popular/high-interest titles, in both fiction and non-fiction, as well as selected classic titles and frequently requested authors. The collection correlates directly to titles in the Adult Fiction, Adult Non-fiction, Juvenile & Young Adult Fiction, and Juvenile & Young Adult Non-fiction collections. Abridgements are purchased only when unabridged editions are unavailable or cost-prohibitive. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth.
- E2.10 Section G – Item 1: Music CD – Adult, Young Adult, and Juvenile:
This collection consists of well-reviewed and award-winning recorded music representing many musical genres and broad range of tastes. Collection reflects current tastes and popularity; local or regional performers are of particular interest. The range of materials is based on a branch's level of service; as the central branch, Millennium functions as a system resource and has greater collection depth. Automatic release plan (ARP) preferred.
- E2.11 Section H – Item 1: Paperbacks Mass Market – Adult:
This collection is currently un-catalogued and consists of a wide variety of best-selling and popular stand alone and series paperback titles. This includes general fiction and genre titles (fantasy and science fiction, horror, inspirational, mystery, romance, and westerns), as well as popular non-fiction titles. Automatic release plan (ARP) preferred.
- E2.12 Section I – Item 1: Paperbacks & Boardbooks Mass Market – Young Adult and Juvenile:
This collection is currently un-catalogued and consists of a wide variety of best-selling and popular stand alone and series paperback titles for children (ages 0-12) and teens (ages 13-17). Titles cover a range of reading levels; board books, pictures books, beginner readers, easy readers, and fiction. The collection consists of a variety of genres, including fantasy and

science fiction, humour, mystery, historical fiction, sports fiction, contemporary realistic fiction, and graphic novels and manga. Automatic release plan (ARP) preferred.

E3. REQUIREMENTS FOR CATALOGUING PROCESSING & COLLECTION DEVELOPMENT AND SUPPORT SERVICES

E3.1 CATALOGUING SERVICES shall include:

- (a) full MARC records (including contents notes where applicable);
- (b) addition of up to 1 library specific series, subject or author tag for special collections;
- (c) creation of original records (including contents notes, where required);
- (d) attachment of library holdings (linking to 959 tags) or as required;
- (e) must use Winnipeg Public Library local classification system as needed (3 letter cutter indicates title of CD):
 - (i) Example: CD COUNTRY ALABAMA JUS
 - (ii) Example: CD ROCK AC/DC BLA

E3.2 PROCESSING SERVICES would include:

- (a) date-stamping material with WPL supplied ownership/date stamp;
- (b) generation and placement of call number label, which includes a 4 letter branch code;
- (c) placement of WPL supplied barcode;
- (d) placement of WPL supplied security tags on designated materials;
- (e) placement of WPL supplied specialty labels as required;
- (f) laminating book dust jackets;
- (g) creating pockets for extraneous material (ie. maps, cd's, dvds);
- (h) marking audiovisual discs with library branch codes.

E3.3 COLLECTION DEVELOPMENT AND SUPPORT SERVICES

- (a) access to web-based database with product information (bibliographic) – desirable but not required;
- (b) annotations and reviews and services such as carts, download capability – desirable but not required;
- (c) notification of upcoming releases via publishers catalogues in paper or electronic format/website;
- (d) provide information on upcoming releases for firm orders either monthly or at a minimum three (3) times yearly in February, June, and October;
- (e) provide timely information on local and Canadian library materials for selection and purchase.